

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of

the private limited company GEA PROCESS ENGINEERING NEDERLAND BV

(hereafter: SUPPLIER)

with its registered office in Deventer, at Munsterstraat 5

filed with the Chamber of Commerce in Deventer on 10 April 2006 under number 08044193

Article 1 – General

- 1.1 These General Terms and Conditions (hereafter: Terms and Conditions) are applicable to all offers, orders and/or contracts between the SUPPLIER and Customers, for the sale and delivery of products and/or the provision of services and the performance thereof. Departures from or changes to these Terms and Conditions must be confirmed in writing by SUPPLIER, and shall apply only to the offer/order/contract in question.
- 1.2 “Customer”, as referred to below, means any legal entity or natural person for whom SUPPLIER delivers products (including a Plant) and/or provides services, including its representatives, holders of power of attorney, assignees and heirs.
- 1.3 “Plant” means the installation, machine and parts belonging directly thereto and other items which are part of the delivery, as agreed in writing between the parties.
- 1.4 Any general terms and conditions used by Customer shall not be binding on SUPPLIER, unless SUPPLIER has explicitly agreed to this in writing.
- 1.5 If SUPPLIER has agreed in writing to the applicability of one of more deviating terms and conditions, these Terms and Conditions shall remain fully in force for the rest.

Article 2 – Contracts and changes

- 2.1 An order placed by Customer shall be deemed as an irrevocable order by SUPPLIER.
- 2.2 SUPPLIER shall be bound vis-à-vis Customer by an order placed with SUPPLIER only if and as soon as the order is confirmed by SUPPLIER in writing by an order confirmation within fourteen (14) working days from receipt of the order for delivery, or if SUPPLIER has started to execute the order. SUPPLIER explicitly reserves the right to determine the delivery date as yet in the aforementioned order confirmation.
- 2.3 Changes requested by Customer to the execution of an order after it has been placed must be communicated to SUPPLIER by Customer in good time and in writing. SUPPLIER shall then inform Customer of the way in which the requested changes can be made and of the consequences this will have for the specifications, schedules and agreed prices. If Customer agrees to SUPPLIER's terms, the requested changes and their consequences for the specifications, schedules, prices etc shall be set out in writing and signed by both parties. SUPPLIER shall not be bound to make the requested changes until both parties have confirmed them in writing. If, at Customer's request, SUPPLIER already starts to make the requested changes before they have been confirmed by both parties in writing, all costs involved in making the requested changes shall be reimbursed by Customer to SUPPLIER. Customer shall also reimburse SUPPLIER at the prevailing rates for the costs incurred in relation to the assessment and elaboration of the requested changes as referred to in this clause.
- 2.4 Changes to an order placed by Customer, of any nature, which entail higher costs than those that could be expected on the basis of the original quote provided by SUPPLIER, shall be for Customer's account. If such changes result in a reduction of costs, Customer may not derive any rights from this with respect to reduction of the purchase price. SUPPLIER may, however, at its discretion, decide that these changes shall result in payment of a lower purchase price.
- 2.5 Changes made may result in exceeding of the delivery time indicated by SUPPLIER before such changes. This may not be relied upon to SUPPLIER's disadvantage.



GEA Avapac GEA Barr-Rosin GEA Colby
GEA Diessel GEA Ecoflex GEA Filtration
GEA Huppman GEA Jet Pumps GEA Niro
GEA Niro Soavi GEA Tuchenhagen GEA Wiegand

GEA Process Engineering Nederland BV

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IBAN NL39 DEUT 0265 4465 89

- 2.6 The parties shall accept orders, order confirmations or other correspondence by, for example a signed fax, as legally binding correspondence.

Article 3 – Offers and quotes

- 3.1 Offers by SUPPLIER shall be valid only if signed by a member of SUPPLIER's staff with representational authority. All offers by SUPPLIER shall be free of obligation, and shall remain valid for thirty (30) days from the date of the offer. An offer by SUPPLIER may only be accepted by Customer unchanged and in writing. Changes to an offer must be explicitly agreed in writing by means of a letter / document signed by both parties.
- 3.2 Descriptions and prices in offers are given subject to change and shall apply only by approximation. Customer cannot derive any right from a possible error in an offer. Prices and sums mentioned in the offer from SUPPLIER are in Euros and are exclusive of VAT and/or other (customs / tax) levies, unless explicitly stated otherwise. The prices given in the offer may change, for example as a consequence of price increases at suppliers and / or manufacturers. The prices shall be based on the usual rates prevailing at SUPPLIER's company at the time of the delivery, unless otherwise agreed in writing.
- 3.3 SUPPLIER's offers are made on the basis of information and specifications provided by Customer. Offers are based on production and delivery within normal periods and under normal conditions.

Article 4 – Delivery

- 4.1 Without prejudice to clause 2.2, the delivery date shall be determined jointly by SUPPLIER and Customer. If SUPPLIER indicates a delivery period, this shall only apply by approximation and not as a guarantee.
- 4.2 SUPPLIER shall not be in default by the mere exceeding of the delivery period. If a delay occurs, for any reason, the parties must agree a new delivery period in all reasonableness.
- 4.3 Unless agreed otherwise in writing – for example in the offer and/or order confirmation of SUPPLIER – and notwithstanding the provisions of clause 6 of these Terms and Conditions, products shall be deemed as delivered to Customer in a legal sense from the time that they are ready for dispatch or transport at SUPPLIER's, and Customer has been notified of this in writing (*Ex-works*, Incoterms 2000).
- 4.4 SUPPLIER is entitled to deliver the Plant or the products to be delivered and / or services to be provided in parts, unless the parties agree otherwise in writing. Each partial delivery, which also means the delivery of products of a combined order, may be invoiced separately. In such a case, payment must be made in accordance with the provisions of clause 5 of these Terms and Conditions.
- 4.5 SUPPLIER shall only be bound to deliver to Customer in accordance with the order confirmation provided by SUPPLIER, as referred to in clause 2.2. In case of a delivery of a Plant, SUPPLIER shall only be bound to deliver the Plant and all other services and installations listed on the order confirmation. In so far as SUPPLIER and Customer have agreed additional and/or deviating terms and conditions, these must be set out in writing and appended to the order confirmation as specifications.
- 4.6 If any services on location, including services related to the building, testing and/or commissioning of the Plant and/or products to be delivered as referred to under 4.6, are among the SUPPLIER's responsibilities on the basis of the order agreed between the parties, SUPPLIER shall at its first request gain unrestricted and uninterrupted access to and be able to make use of the relevant locations.
- 4.7 SUPPLIER shall deliver in conformity with an execution plan and schedule to be drawn up by it, which shall be approximately in accordance with the order confirmation and specifications. If SUPPLIER presents documents, designs and/or drawings to Customer for approval, these must be approved and returned by Customer within five (5) working days from receipt (if necessary, with comments). If the aforementioned documents are not received by SUPPLIER in good time, they may be considered as approved. If Customer still submits comments on the documents, designs and/or drawings after the aforementioned period of five (5) working days, SUPPLIER shall only be bound on the basis of the provisions of clause 2.3 to take these comments into consideration in executing the order.

Article 5 – Payment

- 5.1 Payment by Customer must be made to SUPPLIER within the payment period agreed by the parties and stated on the order confirmation. Amounts due shall be deemed as settled/paid only at the time that the amounts have become available in SUPPLIER's bank account.
- 5.2 If the SUPPLIER's order confirmation does not state any payment period, a payment period of fourteen (14) working days from the date of the order confirmation shall apply, in spite of any date mentioned on the invoice.

- 5.3 Customer shall still be required to make the payments due if the conditions for payment have not been fulfilled for reasons that cannot be blamed on SUPPLIER, including taking delivery by Customer of the Plant and/or the products to be delivered and/or services to be provided at the agreed time, the conducting of the required tests by Customer and the signing or approving of the relevant documents. If Customer objects to an invoice from SUPPLIER, it must inform SUPPLIER of this within five (5) days from receipt of the invoice, stating the reasons, failing which the invoice shall be considered as accepted and unchallenged.
- 5.4 Customer hereby waives its rights of set-off and suspension. After payment of the invoice, Customer's right to complain shall lapse as referred to in clause 8 of these Terms and Conditions.
- 5.5 SUPPLIER shall take care of the invoicing, whereby partial invoicing shall be possible at all times.
- 5.6 Should the payment period referred to in clause 5.1 be exceeded, Customer – without prejudice to the other rights of SUPPLIER – shall pay monthly interest at a rate of two (2) % on the (still outstanding part of) the invoice amount from the date on which the payment period was exceeded until the time of payment in full of the invoice amount. SUPPLIER shall then be entitled to demand immediate payment of all invoices still unpaid and to suspend further delivery until the time at which the entire invoice amount has been paid, or satisfactory security has been provided for this.
- 5.7 All judicial and extrajudicial collection costs incurred by SUPPLIER as a result of non-compliance by Customer with its payment obligations shall be payable by Customer and shall be charged in conformity with the rates of the Netherlands Bar Association.
- 5.8 Payments made by Customer shall first serve to settle all cost due, all due and payable penalties and interest due, and then to settle the oldest invoice due, even if Customer states that the payment relates to a later invoice.

Article 6 – Retention of title

- 6.1 All goods delivered and still to be delivered, including the Plant, shall remain the exclusive property of SUPPLIER until all claims the SUPPLIER has or will acquire against Customer, including in any case the claims referred to in Book 3, Article 92, paragraph 2 of the Dutch Civil Code (*BW*), have been paid in full.
- 6.2 As long as the title to the goods has not passed to Customer, Customer may not pledge these goods or grant third parties any other right in them, except within the normal course of its business. Customer undertakes at SUPPLIER's first request to cooperate in the creation of a right of pledge in the claims which Customer acquires or will acquire against its customers on the basis of the onward supply of goods.
- 6.3 Customer must keep the goods delivered under retention of title with due care and as recognisable property of SUPPLIER.
- 6.4 SUPPLIER is entitled to repossess the goods delivered under retention of title and still present at the buyer's if the buyer fails to comply with its payment obligations or is having difficulties with payment or threatens to have them. Customer shall grant SUPPLIER free access at all times to its grounds and/or buildings to inspect the goods and/or exercise SUPPLIER's rights.
- 6.5 The aforementioned provisions included in 6.1 to 6.5 shall not affect the other rights to which SUPPLIER is entitled.

Article 7 – Obligations of Customer

- 7.1 Customer shall ensure that all the information necessary for the performance of the contract and relevant specifications that are applicable to the contract shall be at SUPPLIER's disposal in good time.
- 7.2 Customer must ensure that all preparatory work, which is not under SUPPLIER's responsibility on the basis of the order confirmation, is completed by the time SUPPLIER starts to execute the order / make the delivery. Customer shall see to it that the location where the work is done will be clean and free of obstructions and obstacles, which will enable SUPPLIER to start its work at the agreed time and without interruption. If such proves not to be the case, Customer shall compensate SUPPLIER for costs and losses to be incurred.
- 7.3 Other goods and services, including – but not limited to – all additional work and all raw materials, products and auxiliary materials (such as – but not limited to – fixed scaffolding, fuels, oils, water, cooling water, ice water, cooling equipment, steam, condensation, (compressed) air, gas(es), welding gases, drains and pipes, electricity, light, cleaning agents, chemicals, welding equipment, lockable, dry storage spaces, dressing areas, toilet, showers, canteen areas, dry, air-conditioned space for performing the work and other auxiliary materials) which are necessary for the construction, testing and/or commissioning of the Plant and/or the products to be delivered shall be explicitly excluded from the order. Customer shall bear full responsibility at its own expense for the complete and timely supply, presence and/or availability of the above-mentioned parts, unless the parties have agreed otherwise in writing.

- 7.4 Any and all costs and/or work connected with the demolition and/or disassembly of any items to prepare for the Plant and/or products to be delivered and/or services to be provided by SUPPLIER, as well as to prepare for other work by SUPPLIER which is related to the aforementioned delivery, shall be exclusively for Customer's account.
- 7.5 If the start or progress of the performance of the contract is delayed by other factors which are attributable to Customer, or to third parties not under the responsibility of SUPPLIER, SUPPLIER shall not be liable in any case and any losses and costs arising from this for SUPPLIER shall be payable by Customer.
- 7.6 Customer shall take out all-risk insurance, covering the full value of the Plant and/or the products to be delivered and/or other equipment or materials of Customer which are related to the delivery. The aforementioned insurance must in any case be valid from the date of delivery *ex works* to the date on which the last debts relating to the delivery have been paid.

Article 8 – Complaints

- 8.1 Customer must conduct an incoming inspection immediately after taking delivery of the delivered Plant and/or product(s) and/or service(s) provided, entailing a thorough examination of whether the delivered goods and/or services comply with the contract. If Customer does not conduct an incoming inspection, its rights as referred to in this clause shall lapse. If, in Customer's opinion, the delivered Plant and/or delivered product(s) and/or service(s) do not comply with the contract, Customer must object to this in writing, stating the reasons, within two (2) months from delivery and/or receipt of the products. SUPPLIER shall under no circumstances accept objections made after a period of two (2) months from delivery of the products by SUPPLIER.
- 8.2 If, with due observance of the provisions of clause 11.1, SUPPLIER considers the objection well-founded, SUPPLIER shall only be bound to repair or replace the (parts of the) Plant and/or products to which the objection relates free of charge or reimburse Customer for them, at SUPPLIER's discretion. The residual value of any products removed or replaced shall accrue to SUPPLIER and/or be deducted from any amounts to be reimbursed to Customer.
- 8.3 In so far as SUPPLIER considers Customer's objections submitted on the basis of clause 8.1 unfounded, Customer shall be offered the possibility of binding advice from an expert to be appointed by both parties. The costs of the expert shall be borne by the party found (mostly) against on the basis of the expert's advice.
- 8.4 Customer must submit all claims for reimbursement of costs and/or losses directly to SUPPLIER in writing.

Article 9 – Returning delivered products

- 9.1 Products sent by SUPPLIER to Customer may be returned to SUPPLIER only after written permission from SUPPLIER and under conditions to be set by SUPPLIER.
- 9.2 Customer shall pay the costs of returning the products sent by SUPPLIER to Customer, except for costs of returning products regarding which it has been established for SUPPLIER that these products contain errors and/or defects covered by the warranty or for which SUPPLIER is liable.

Article 10 – Warranty

- 10.1 The parts of which the Plant and/or products to be delivered consist shall be free of defects in manufacture and materials used for 12 months from the date of the first commissioning or for 18 months from delivery, depending on which took place first. SUPPLIER's warranty shall apply on condition that Customer informs SUPPLIER of the defects within ten (10) days of the discovery of defects during the warranty period. Furthermore, SUPPLIER's warranty shall only cover repair or replacement by SUPPLIER (on the basis of *ex works* where the manufacture takes place), at SUPPLIER's discretion, of parts regarding which the authorised representative of SUPPLIER has established that the defects in them in material or manufacture were already present at the time of delivery.
- 10.2 In so far as warranty terms apply to the operation, they must be explicitly agreed between SUPPLIER and Customer, and considered as such. In so far as warranty terms are given, this will be on condition that a deviation of about 5% shall be allowed, and that Customer has complied with the terms of the contract, including the terms below. Warranties relating to operation shall be deemed to have been fulfilled if they satisfy the stipulated acceptance tests.
- 10.3 Customer shall be responsible for all work, equipment and costs incurred and due in relation to the removal, transport, installation and placement of orders for repaired or replaced parts. SUPPLIER's warranties shall not apply to, and Customer accepts responsibility for defects, losses and damage due to or connected with: wear and tear of parts, use of non-original spare parts, use of unsuitable lubricants, or use of lubricants of which the instructions for use have not been followed, consumption articles or public facilities, use of unsuitable power feeds or power feeds which are not used in accordance with the instructions for use (or, if the properties of the power feed are not specified, use of power feeds which deviate from samples provided by Customer before the order was placed); modifications made to the Plant and/or products to be delivered without SUPPLIER's explicit, written permission;

corrosive or abrasive substances, faulty maintenance or operation, including non-compliance with the (written or oral) instructions or directions in the SUPPLIER's manuals; information, designs, buildings, equipment or other work provided by or on behalf of Customer; Customer's failure to take measures for adequate protection of the Machine against external influences; or other situations or circumstances which cannot be blamed on an error of SUPPLIER.

- 10.4 SUPPLIER shall not accept any responsibility and shall therefore not be liable in any way for repairs or replacement carried out by Customer without SUPPLIER's prior written authorisation. In case of faulty computer hardware or software, which SUPPLIER has obtained directly or indirectly from original equipment manufacturers, SUPPLIER's obligations shall be limited to assignment to Customer of the warranties obtained by SUPPLIER.
- 10.5 The warranty terms provided by SUPPLIER and corresponding obligations connected with or resulting from the condition of the Plant and/or the products to be delivered shall be limited to what is explicitly stated in the order confirmation. SUPPLIER hereby excludes all liability for warranty terms or statements which are not explicitly stated in SUPPLIER's offer, including – without this entailing any limitation – warranty terms or statements which could possibly be regarded at law as given implicitly or otherwise in relation to the operation, working methods, marketability or suitability for a special purpose.

Article 11 – Liability

- 11.1 Customer's exclusive rights and claims against SUPPLIER under or in connection with the contract shall be limited to what the parties have explicitly agreed in writing. The limitations of liability referred to below shall also apply irrespective of the legal rule or action on which claims or an action by Buyer might be based, negligence or another wrongful act, strict liability, obligation to indemnify, warranty or otherwise.
- 11.2 SUPPLIER shall never be liable for a loss of income or profits, the loss of possible opportunities, production or contracts, the loss of or damage to raw materials or products, incomplete use of manufacturing facilities or delays, penalties, costs involved in recalling products, or for (indirect or incidental) losses or (consequential) loss, regardless of how it is caused.
- 11.3 Except in relation to personal injury caused by intentional misconduct or gross negligence of SUPPLIER, SUPPLIER's liability towards Customer under or in connection with the contract shall never amount to more in total than the payments received by SUPPLIER from Customer under the contract or 25% of the total contract sum, whichever is less.
- 11.4 Customer shall not have the right to file claims 30 days from the end of the warranty period, after which Customer shall be deemed to have waived all claims. Customer and SUPPLIER are obliged to limit losses, whether or not they are based on breach of contract, an obligation to indemnify or another rule of law.

Article 12 – Intellectual and industrial property rights and confidentiality

- 12.1 SUPPLIER shall retain all intellectual and industrial property rights in relation to offers it has made, as well as in relation to drawings, software, descriptions, models and suchlike which it has made or provided, as well as in relation to information contained in or underlying any of these.
- 12.2 Customer warrants that what is referred to in clause 12.1 (also including information and documentation as contained in offers), except that which is necessary to perform the contract, shall not be reproduced, disclosed, stored or used otherwise except with written permission from SUPPLIER.
- 12.3 All signs, logos, labels and suchlike, whether or not protected by intellectual or industrial property rights, which are on, in or attached to products delivered by SUPPLIER may not be altered, removed from the products, copied or used for other products by Customer except with permission from SUPPLIER.
- 12.4 With respect to the contents of the cooperation with SUPPLIER, the contents of agreements made between Customer and SUPPLIER, and with respect to all information and/or documentation made available to Customer in the context of a delivery by SUPPLIER, Customer shall maintain absolute confidentiality with respect to any third party, including competitors of SUPPLIER and/or Customer. If it is necessary for Customer to disclose information to third parties as mentioned above for a delivery by SUPPLIER, before doing so, it must request permission from SUPPLIER, which will only withhold such permission on reasonable grounds.

Article 13– Provision of security

- 13.1 If SUPPLIER has reason to suspect that Customer will not be able to comply with its obligations under this contract, Customer shall be obliged to provide satisfactory security at SUPPLIER's first request for full compliance with all its obligations in relation to contracts performed or to be performed wholly or in part by SUPPLIER, in a manner to be indicated by SUPPLIER.

Article 14 – Suspension, dissolution, force majeure

- 14.1 If Customer fails in any way vis-à-vis SUPPLIER to perform any obligation, as well as in case of an application for suspension of payment, a (temporary) suspension of payment obtained, an application, report or claim for insolvency, insolvency, liquidation or discontinuation of (part of) the other party's business, SUPPLIER -, without prejudice to the other rights to which it is entitled and without any obligation to pay damages - shall be entitled, without notice of default or judicial intervention:
- to suspend performance of the contract until payment of everything Customer owes to SUPPLIER has been adequately secured; and/or
 - to suspend all its own payment obligations, if any; and/or
 - to dissolve all contracts with Customer wholly or in part;
- all this without prejudice to Customer's obligation to pay for products already delivered and/or services already provided, and without affecting the other rights of SUPPLIER, including the right to damages.
- 14.2 In case SUPPLIER is prevented from performing the contract as a result of force majeure, SUPPLIER shall be entitled, without judicial intervention, to suspend performance of the contract or to dissolve the contract wholly or in part, without being liable for any damages.
- 14.3 Force majeure exists in case of any circumstance beyond SUPPLIER's control as a result of which performance of the contract is prevented permanently or temporarily, as well as if these are not already included under force majeure, war, threat of war, civil war, riots, strikes, fire and any other interruption in SUPPLIER's business or that of its suppliers. Force majeure also exists if a supplier, from which SUPPLIER obtains products for the performance of the contract with Customer, fails to deliver promptly and/or properly.

Article 15 – Safety

- 15.1 Customer shall be responsible for the coordination of safety on or in the location where the Plant and/or the products and/or services in question must be delivered by SUPPLIER. Customer shall be responsible for drawing up a safety plan, which will enable SUPPLIER to make its delivery under safe conditions. Personal protective equipment shall be made available by Customer to (the personnel of) SUPPLIER in the context of the delivery. Customer shall supply a SHE coordinator (SHE = Safety, Health and Environment).
- 15.2 The costs for delivery of the Plant and/or products to be delivered and/or services to be provided do not include the costs of holding CSC interviews by SUPPLIER and Customer, the implementation of specific CSC requirements and regulations, the giving of the necessary CSC training courses and carrying out tests, Toolbox measurements, and implementation of HAZOP, all this unless otherwise agreed in writing by the parties.
- 15.3 The costs and damage and/or loss arising from unsafe situations on, in or near the place of delivery and/or installation of the Plant and/or the products to be delivered shall be fully for Customer's account, unless otherwise agreed in writing by the parties.
- 15.4 Customer shall be responsible for CE certification of the Plant to be delivered by SUPPLIER.

Article 16 – Transfer of rights and obligations, subcontractors

- 16.1 Customer may not transfer its rights and/or obligations under any contract with SUPPLIER to third parties or allow them to serve as security against claims of third parties without prior written permission from SUPPLIER.
- 16.2 In the context of the delivery of the Plant and/or the products to be delivered, SUPPLIER may, at its discretion, outsource work to subcontractors, who will therefore be responsible for parts of the work relating to the delivery on SUPPLIER's instruction. Customer shall not have any involvement in the choice of the subcontractors, unless otherwise agreed in writing.

Article 17 – Applicable law, court with jurisdiction

- 17.1 These Terms and Conditions, as well as all legal relationships between SUPPLIER and Customer, shall be governed by Dutch law.
- 17.2 To the extent not prescribed otherwise by mandatory law, in the first instance, the District Court of Amsterdam shall have exclusive jurisdiction to hear disputes that might arise on the basis of (the performance of) any contract between SUPPLIER and Customer, as well as disputes regarding (any provision of) these Terms and Conditions, also to obtain preliminary relief.

Article 18 – Dutch text prevails

18.1 In case of a conflict between a translation and the Dutch version of these General Terms and Conditions, the Dutch text shall prevail.

Article 19 – Filing

19.1 These Terms and Conditions are filed at the Chamber of Commerce in Deventer under number 08044193.
